



**CONSTRUCTION INVITATION TO BID (ITB)**  
**CONSTRUCTION OF A GROUNDWATER REMEDIAL SYSTEM**  
**AT THE ASTATULA REFUELING FACILITY**

ITB Number:	<u>10-0031</u>	Contracting Officer:	<u>Susan Dugan, CPPB</u>
Bid Due Date:	<u>August 18, 2010</u>	Pre-Bid Conf. Date:	<u>July 29, 2010, 9:00 a.m.</u>
Bid Due Time:	<u>3:00 P.M.</u>	ITB Issue Date:	<u>July 14, 2010</u>

**SPECIFIC SOLICITATION REQUIREMENTS ARE AS NOTED BELOW**

Front End Documents, Contract for Construction, Drawings and  
Specifications may be obtained from our website at:

[http://www.lakecountyfl.gov/departments/fiscal\\_and\\_administrative\\_services/procurement\\_services/view\\_all\\_bids.aspx](http://www.lakecountyfl.gov/departments/fiscal_and_administrative_services/procurement_services/view_all_bids.aspx)

**At the date and time specified above, all bids that have been received in a timely manner will be opened, recorded, and accepted for consideration.** The names of the bidders submitting bids will be read aloud and recorded. The bids will be available for inspection during normal business hours in the Department of Procurement Services within ten (10) working days after the official bid due date.

**Vendors shall complete and return the entirety of this ITB Document, and attach all other information requested in this ITB document. Failure to sign the bid response, or to submit the bid response by the specified time and date, may be cause for rejection of the bid.**

**NO-RESPONSE REPLY**

If any vendor does not want to respond to this solicitation at this time, or, would like to be removed from Lake County's Vendor List, please mark the appropriate space, complete name below and return this page only.

- ☐ Not interested at this time; keep our firm on Lake County's Vendors List for future solicitations for this product / service
- ☐ Please remove our firm from Lake County's Vendor's List for this product / service.

**VENDOR IDENTIFICATION**

Company Name:	_____	Phone Number:	_____
E-mail Address:	_____	Contact Person:	_____

## TABLE OF CONTENTS

SECTION 2– SPECIAL TERMS AND CONDITIONS .....	3
Section 2.1: Purpose .....	3
Section 2.2: Designated Procurement Representative .....	3
Section 2.3: Method of Award.....	3
Section 2.4: Pre-Bid Conference / Site Visits.....	4
Section 2.5: Contract Performance Period.....	4
Section 2.6: Option to Renew and Associated Price Adjustment.....	4
Section 2.7: Method of Payment.....	4
Section 2.8: Indemnification and Insurance Requirements .....	4
Section 2.9: Bonding Requirements .....	4
Section 2.10: Delivery Requirements .....	5
Section 2.11: Acceptance of Goods or Services .....	5
Section 2.12: Warranty Requirements .....	5
Section 2.13: Licensure.....	5
Section 2.14: Preparation of Bid Response .....	6
Section 2.15: Permits, Liquidated Damages and Impact Fees.....	99
SECTION 3 – STATEMENT OF WORK.....	10
SECTION 4 - GENERAL TERMS AND CONDITIONS .....	11
SECTION 5 – PRICING/ CERTIFICATIONS/ SIGNATURES .....	14
ATTACHMENTS.....	18
<i>BIDDER’S PERSONNEL FORM.....</i>	<i>18</i>
<i>PROJECT REFERENCE FORM .....</i>	<i>19</i>
<i>BID BOND FORM .....</i>	<i>20</i>
<i>PERFORMANCE BOND .....</i>	<i>21</i>
<i>PAYMENT BOND.....</i>	<i>24</i>
<i>SAMPLE PROGRESS PAYMENT SCHEDULE Error! Bookmark not defined.Error!</i>	
<i>Bookmark not defined.</i>	
<i>SAMPLE CONTRACT</i>	
<i>PROJECT SPECIFICATIONS</i>	
<i>PROJECT PLAN SHEETS</i>	

**Section 2.1: Purpose**

The purpose of this solicitation is to establish a contract for the construction of a groundwater remedial system at the Lake County Astatula Refueling Facility.

**Section 2.2: Designated Procurement Representative**

Questions concerning any portion of this solicitation shall be directed in writing [fax and e-mail accepted] to the below named individual who shall be the official point of contact for this solicitation. Questions should be submitted no later than ten (10) working days before the bid due date.

Susan Dugan, CPPB, Senior Contracting Officer  
Lake County BCC  
Procurement Services  
315 W. Main Street, Room 416  
PO BOX 7800  
Tavares, FL 32778-7800  
Fax : 352.343.9473  
E-mail: sdugan@lakecountyfl.gov

No answers given in response to questions submitted shall be binding upon this solicitation unless released in writing as an addendum to the solicitation by the Lake County Department of Procurement Services.

**Section 2.3: Method of Award**

The Contract will be awarded to the lowest responsive and responsible bidder, as determined to be in the best interest of Lake County. After the Engineer submits their recommendation, the County shall award the Bid in accordance with State Law and the Lake County Procurement Policy.

To be considered a “responsible” bidder under this solicitation, the vendor must meet the following qualification standards:

1. Must have successfully completed at least three similar projects in the last three years
2. Must have been successfully performing similar project effort for the last five years
3. Must currently hold all required licenses for the project described in this ITB

Should the successful bidder default by not furnishing surety as specified, then the next low bidder in order of bid price shall then be considered the lowest Bidder. Should this Bidder also default, then the next low bidder shall be considered. In each case, any bidder which defaults shall forfeit its bid guarantee.

The successful bidder shall sign a Contract with the County based on the attached Lake County Agreement which is not negotiable. Signature requirements shall be the same as those for signing the Bid Form.

**Section 2.4: Pre-Bid Conference / Site Visits**

A pre-bid conference and site visit will be held on July 29, 2010 at 9:00 a.m. on site at the Public Works Administration Building Conference Room at the Central Facility located at 13130 County Landfill Road, Tavares, FL 32778 to discuss the special conditions and specifications included within this solicitation. Potential Bidders are requested to bring this solicitation document to the conference, as additional copies may not be available. For directions to the pre-bid conference call 352.343.3776.

**Section 2.5: Contract Performance Period**

As specified in that attached contract, the final completion date will be December 31, 2010.

If the Contractor can complete the work in less calendar days, the Contractor shall state an earlier construction completion date in their response to the ITB. Time of completion will be considered but will be a determining award factor only in the event of tie bids.

**Section 2.6: Option to Renew and Associated Price Adjustment**

Not applicable to this solicitation

**Section 2.7: Method of Payment**

As specified in the attached contract.

**Section 2.8: Indemnification and Insurance Requirements**

As specified in the attached contract.

**Section 2.9: Bonding Requirements****Section 2.9.1 Bid Bonds**

Each Bid shall be accompanied by a Bid Bond (form attached) in the penal sum of five percent (5%) of the gross base Bid executed by a corporate surety licensed to execute such bonds under the laws of the State of Florida. An original signed Bid Bond and its Power-of-Attorney shall be submitted with the Bid response. This bond will be retained by the County if the Bidder fails to execute the contract or fails to give satisfactory surety within fifteen (15) consecutive calendar days from the date of the Notice of Award. Bids not accompanied by a Bid Bond shall be rejected. Additional governing detail is included in the attached contract.

**Section 2.9.2 Performance and Payment (Labor and Materials) Bonds**

Bonds shall be provided by the contractor in the amount of 100% of the bid amount. Upon award of the bid, all original Performance and Payment bonds will be submitted to the individual designated in Section 2.2 of this ITB for recording of said bonds on forms approved by the County as attached to this ITB. The bonds will be acceptable to the County only if the following conditions are met:

1. The Surety is licensed to do business in the State of Florida;
2. The Surety holds a Certificate of Authority authorizing it to write surety bonds in this State;
3. The Surety has twice the minimum surplus and capital requirements required by the Florida Insurance Code at the time the invitation to bid is issued;
4. The Surety is otherwise in compliance with the Florida Insurance Code;
5. The Surety has a current rating of A or A- as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc., if the bid exceeds \$500,000; and
6. The Surety holds a currently valid Certificate of Authority issued by the United States Department of Treasury under 31 U.S.C. ss 9304.

The cost to record Performance and Payment Bonds is: Ten Dollars (\$10.00) for the first page and Eight Dollars and Fifty Cents (\$8.50) for each additional page. A check shall be submitted by the contractor made payable to Neil Kelly, Clerk of the Circuit Court. Additional governing detail is included in the attached contract.

**Section 2.10: Delivery Requirements**

As specified in contract document.

**Section 2.11: Acceptance of Goods or Services**

As specified in contract document.

**Section 2.12: Warranty Requirements**

As specified in contract document.

**Section 2.13: Licensure**

As stated within Section 489.131(2), Florida Statutes, any county shall require that bids submitted for construction, improvement, remodeling or repair on public projects be accompanied by evidence that the bidder holds an appropriate certificate or registration, unless the work to be performed is exempt under s. 489.103. Therefore, any person, firm, corporation or joint venture which submits an offer in response to a County solicitation shall, at the time of such offer, hold a valid, current, and appropriate license issued by the State or County Examining Board qualifying said person, firm, corporation or joint venture to perform the work proposed. If

work for other trades is required in conjunction with this solicitation and will be performed by a subcontractor(s), a valid, current, and appropriate license issued to the subcontractor(s) shall be submitted with the prime vendor's offer; provided, however, that the County may at its option and in its best interest allow the vendor to supply the subcontractor(s) certificate to the County during the offer evaluation period. The prime/responding vendor is responsible to ensure that all required licenses, permits, and fees (to include any inspection fees) required for this project are obtained and paid for, and shall comply with all laws, ordinances, regulations, and building or other code requirements applicable to the work contemplated herein. Damages, penalties, and/or fines imposed on the County or the vendor for failure to obtain required licenses, permits, inspection or other fees, or inspections shall be borne by the vendor.

## **Section 2.14 Preparation of Bid Response**

### **Section 2.14.1: Delivery of Bid Response**

Unless a package is delivered by the vendor in person, all incoming mail from the U.S. Postal Service and any package delivered by a third party delivery organization (FedEx, UPS, DHL, private courier, etc) will be opened for security and contamination inspection by the Lake County Clerk of the Circuit Court Mail Receiving Center in an off-site secure controlled facility prior to delivery to any Lake County Government facility, which includes the Lake County Department of Procurement Services.

To be considered for award, a bid or proposal must be received and accepted in the Department of Procurement Services no later than the date and time established within the solicitation. Allow sufficient time for transportation and inspection.

Each package shall be clearly marked with the applicable solicitation number, title, and company name. Ensure that your bid or proposal is securely sealed in an opaque envelope/ package to provide confidentiality of the bid or proposal prior to the due date stated in the solicitation.

If you plan on submitting your bid or proposal **IN PERSON**, please bring it to:

LAKE COUNTY PROCUREMENT SERVICES  
315 W. MAIN STREET  
4TH FLOOR, ROOM 416  
TAVARES, FLORIDA

If you submit your bid or proposal by the **UNITED STATES POSTAL SERVICE, (USPS)** please mail it to:

LAKE COUNTY PROCUREMENT SERVICES  
PO BOX 7800  
TAVARES, FL 32778-7800

If you submit your bid or proposal by a **THIRD PARTY CARRIER** such as FedEx, UPS, or a private courier, please send it to:

LAKE COUNTY PROCUREMENT SERVICES  
MAIL RECEIVING CENTER  
416 W. MAIN STREET  
TAVARES, FL 32778

Facsimile (fax) or electronic submissions (e-mail) will not be accepted.

#### **Section 2.14.2: Completion Requirements for Invitation to Bid (Construction)**

One (1) original of the completed ITB and three (3) copies of the bid submittal documents listed below shall be delivered to the Department of Procurement Services no later than the official due date and time. Any bid received after this time will not be considered and will be returned unopened to the submitter. The County is not liable or responsible for any costs incurred by any bidder in responding to this ITB including, without limitation, costs for product and/or service demonstrations if requested.

When you submit your ITB, you are making a binding offer to the County and are agreeing to all of the terms and conditions in this Invitation to Bid. Use only the form(s) provided in this document. If you make any change to the content or format of any form, the County may disqualify your offer. All information shall be legible and either written in ink or typewritten/printed. If you make a correction or change on any document, the person signing the bid proposal must initial the change. The bid shall be manually signed in BLUE INK by an official authorized to legally bind the bidder to its provisions.

The bidder shall complete and submit the following forms provided in Section 5 Pricing/Certifications/Signatures with their response:

#### **Specific Completion Directions:**

##### **➤ Bid Form**

Allowances: Building permit impact fee, city water impact fee, and any other permit, impact fee, or government fee shall be included in the bid amount and should be shown as an allowance. These fees shall be paid by awarded contractor, at which time the County will provide direct reimbursement to contractor, dollar for dollar.

Each bidder shall indicate the correct name on the signature page within Section 5 of this document. Bids by individuals shall be signed by the person bidding. Bids by a construction company with a sole owner shall be signed in the name of the company by the owner of the company. Bids by partnership shall show the full name of all partners and shall be signed in the name of the partnership by one of the partners. Bids by corporations shall indicate the legal name of the corporation, followed by the name of the State of Incorporation and must be signed by the agent qualified to sign for the company. The signature of a person authorized as agent to bind any of the above will be acceptable provided the Bid is accompanied by a proper Power-of-Attorney. Bids by corporations shall have the corporate seal affixed adjacent to the signature. The officer signing the Bid shall be authorized by the corporation's charter to sign for and bind the corporation.

All signatures shall be in blue ink and the name of the persons signing shall also be typed or printed below the signature followed by a title showing the relationship to the bidding organization such as: “Owner” in the case of a sole Owner; “Partner” in the case of a partnership; “President” “Vice President”, “Secretary”, or “Treasurer”, in the case of a corporation; or “Agent”, in the case of someone acting as agent or Attorney-in-Fact. A bid by a person who affixes to his signature the word “President”, “Secretary”, or “Agent”, etc., without disclosing the name of his organization will be construed as an individual bid.

- Acknowledgement of Addenda Form
- Additional Certifications Form
- Bidder’s Personnel Form – Attach qualifications for the proposed job superintendent and site coordinator (if required) and all subcontractors to be used.
- Reference Form which shall include the four most recent projects of a similar scope and nature constructed under the bidder’s present name, along with the Architect’s name.
- Bid Bond
- The bidder shall also submit the following items ten (10) days after bid due date:

1. Proof of insurability.
2. A financial statement showing assets and liabilities of the Bidder, current to within thirty (30) days of the Bid due, or other financial information satisfactory to the County.
3. Construction Schedule using Critical Path Method (CPM) chart for the project & Project Payment Schedule. Every line item must be filled in with dollar amounts.
4. Proposed Subcontractor information:

A list of names of the subcontractors or other persons or organizations (including those which are to furnish products fabricated to a special design) that may be utilized by the Bidder for principal or incidental portions of the work to be performed under the contract resulting from this solicitation. The bidder will be required to establish to the satisfaction of the County the reliability and responsibility of the proposed subcontractors to furnish and perform the work pertaining to such proposed subcontractor’s respective trade(s). Prior to the award of the contract, the County will notify the bidder in writing if, after due investigation, the County has reasonable and substantial objections to any person or organization on such list. If the County has a reasonable and substantial objection to any person or organization on such list, and refuses in writing to accept such person or organization, the Bidder may, at its option, withdraw its bid without prejudice. Subcontractors and other persons and organizations proposed



by the bidder and accepted by the County shall be used on the work for which they were proposed and accepted and shall not be changed except with the written prior notification by the County. See applicable provisions in contract.

**Section 2.15: Permits, Liquidated Damages and Impact Fees**

Section 218.80, Florida Statutes, requires the County to disclose required permits and fees. If the actual fees exceed the disclosed values, the contractor may submit a request for Change Order which shall include an adequately detailed reconciliation of the disclosed and actual price. The contractor shall prepare and file documents required to obtain, and shall obtain, all necessary approvals and permits, including building permit(s), of all governmental authorities having jurisdiction over the work; provided, however, that city water fees and any other permit or impact fee, government fee, or percolation testing for septic system shall be included in the contract amount as an allowance; and give all notices required of it by governmental authorities relating to the project.

A full listing of fees applicable to various construction contracts is provided on the Lake County website under the Department of Growth Management and Division of Building Services. The direct link to service fee listing is as follows:

[http://www.lakecountyfl.gov/departments/growth\\_management/building\\_services/fee\\_schedule.aspx](http://www.lakecountyfl.gov/departments/growth_management/building_services/fee_schedule.aspx)

The Bidder/Contractor is advised that the following special purpose permit and impact fee charges apply to this project in addition to the various permits and fees applicable to construction activities in general:

**Please note: Permitting charges are subject to change.**

Liquidated Damages shall be calculated at the rate set forth in the contract for failure to meet the required date of Substantial Completion. Liquidated damages will be assessed after the time of completion stated in the contract.

**SCOPE OF SERVICES**

Construction of a groundwater remedial system at the Lake County Astatula Refueling Facility per the detailed specifications in Attachment A and construction drawings, Plan Sheets: C-1, C-2, C-3, C-4, C-5, C-6, C-7, C-8, P-1 and P-2.

In March 1991, the facility reported a petroleum hydrocarbon release to the Florida Department of Environmental Protection (FDEP) and the site was entered into the Petroleum Cleanup Participation Program (PCPP) and assigned a score of 50 for funding purposes. The primary constituents of concern at the site are benzene, toluene, ethylbenzene and xylenes (BTEX) along with MTBE, Naphthalene, 1-Methyl-naphthalene and 2-Methyl Naphthalene. The RAP designed a two phased remedial strategy that addressed the downgradient plume as Phase 1 and treatment of the source areas as Phase 2.

This work is for Phase 1 which include the installation of ten (10) groundwater recovery wells, conveyance piping and construction of remedial compound that will contain bag filters, low profile airstripper, liquid and vapor phase granular activated carbon cells and a infiltration gallery. Construction drawings and bid specifications will provide guidance for the work.

**4.1 DEFINITIONS**

**Addenda:** A written change to a solicitation.

**Bid:** shall refer to any offer(s) submitted in response to this Invitation to Bid.

**Bidder:** Shall refer to anyone submitting a bid in response to an Invitation to Bid.

**Contract:** The agreement to perform the services set forth in this solicitation. The contract will be comprised of the solicitation document signed by both parties with any addenda and other attachments specifically incorporated.

**Contractor:** The vendor to which award has been made.

**County:** Shall refer to Lake County, Florida.

**Invitation to Bid (ITB):** Shall mean this solicitation document, including any and all addenda. An ITB contains well-defined terms, conditions, and specifications, and is awarded to the lowest priced responsive and responsible bidder.

**Modification:** A written change to a contract.

**Responsive:** Refers to a bid that contains no exceptions or deviations from the terms, conditions, and specifications set forth in the Invitation to Bid.

**Responsible:** Refers to a bidder that has the capacity and capability to perform the work required under an Invitation to Bid, and is otherwise eligible for award.

**Responsive:** Refers to a bidder that has taken no exception or deviation from the terms, conditions, and specifications set forth in an Invitation to Bid.

**Solicitation:** The written document requesting either bids or proposals from the marketplace.

**Vendor:** A general reference to any entity responding to this solicitation or performing under any resulting contract.

The County has established for purposes of this Invitation to Bid (ITB) that the words “shall”, “must”, or “will” are equivalent in this ITB and indicate a mandatory requirement or condition, the material deviation from which shall not be waived by the County. A deviation is material if, in the County’s sole discretion, the deficient response is not in substantial accord with this ITB’s mandatory requirements. The words “should” or “may” are equivalent in this ITB and indicate very desirable conditions, or requirements but are permissive in nature.

**4.2 INSTRUCTIONS TO BIDDERS****A. Bidder Qualification**

It is the policy of the County to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the solicitation are encouraged to submit bids. Vendors may enroll with the County to be included on a mailing list for selected categories of goods and services. To be recommended for award the County requires that vendors provide evidence of compliance with the requirements below upon request:

1. Disclosure of Employment.
2. Disclosure of Ownership
3. Drug-Free Workplace
4. W-9 and 8109 Forms – The vendor must furnish these forms upon request as required by the Internal Revenue Service.
5. Social Security Number – The vendor must provide a copy of the primary owner’s social security card if the social security number is being used in lieu of the Federal Identification Number (F.E.I.N.).
6. Americans with Disabilities Act (A.D.A.).
7. Conflict of Interest
8. Debarment Disclosure Affidavit.
9. Nondiscrimination
10. Family Leave.
11. Antitrust Laws – By acceptance of any contract, the vendor agrees to comply with all applicable antitrust laws.

**B. Public Entity Crimes**

Pursuant to Section 287.133(2)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list

following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

**C. Request for Additional Information**

Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the procurement representative identified in the solicitation no later than ten (10) working days prior to the bid due date. Such inquiries shall contain the requester’s name, address, and telephone number. If transmitted by facsimile, the request should also include a cover sheet with the bidder’s facsimile number.

The Department of Procurement Services may issue an addendum in response to any inquiry received, prior to bid opening, which changes, adds to, or clarifies the terms, provisions, or requirements of the solicitation. The bidder should not rely on any representation, statement or explanation whether written or verbal, other than those made in this solicitation document or in any addenda issued. Where there appears to be a conflict between this solicitation and any addenda, the last addendum issued shall prevail. It is the bidder’s responsibility to ensure receipt of all addenda, and any accompanying documentation, the bidder is required to submit with its bid a signed Addenda form, when any addenda have been issued. Failure to acknowledge each addendum may prevent the bid from being considered for award

**D. Contents of Solicitation and Bidders’ Responsibilities**

It is the responsibility of the bidder to become thoroughly familiar with the requirements, terms, and conditions of this solicitation. Pleas of ignorance of these matters by the bidder will not be accepted as a basis for varying the requirements of the County or the amount to be paid to the vendor.

**E. Restricted Discussions**

From the date of issuance of this solicitation until final County action, vendors should not discuss the solicitation or any part thereof with any employee, agent, or any other representative of the County except as expressly authorized by the designated procurement representative. The only communications that shall be considered pertinent to this solicitation are appropriately signed written documents from the vendor to the designated procurement representative and any relevant written document promulgated by the designated procurement representative.

**F. Change or Withdrawal of Bids**

**Changes to Bid** - Prior to bid opening, a bidder may change its bid by submitting a new bid as specified in the solicitation with a letter on the firm’s letterhead, signed by an authorized agent stating that the new submittal replaces the original submittal. The new submittal shall contain the letter and all information as required for submitting the original bid. No changes to a bid will be accepted after the bid due date.

**Withdrawal of Bid** - A bid may be withdrawn, either physically or by written notice, at any time prior to the bid due date. If withdrawn by written notice, that notice must be addressed to, and received by, the designated procurement representative prior to the bid due date and time. A bid may also be withdrawn after expiration of the specified bid acceptance period, and prior to award, by submitting a letter to the designated procurement representative. The withdrawal letter must be on company letterhead and signed by an authorized agent of the bidder.

**G. Conflicts within the Solicitation**

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Pricing Section, or any addendum issued, the order of

precedence shall be: the last addendum issued, the Bid Price Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions. It is incumbent upon the vendor to identify such conflicts to the designated procurement representative prior to the bid or proposal response date.

#### **H. Prompt Payment Terms**

It is the policy of the County that payment for all purchases by County agencies shall be made in a timely manner and that interest payments will be made on late payments in accordance with Part VII, Chapter 218, Florida Statutes, known as the Florida Prompt Payment Act. The bidder may offer discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during bid evaluation. Bidders are requested to provide prompt payment terms in the space provided on the signature page of the solicitation.

#### **4.3 PREPARATION OF BIDS**

- A. The Bid Pricing Section of this solicitation defines the goods or services to be purchased, and must be completed and submitted with the bid. Use of any other form or alteration of the form may result in the rejection of the bid.
- B. The bid submitted must be legible, and completed using typewriter, computer or ink. Any entry change must be crossed out and initialed in ink. Failure to comply with these requirements may cause the bid to be rejected.
- C. An authorized agent of the bidder's firm must sign the bid. **FAILURE TO SIGN THE BID MAY RENDER THE BID NON-RESPONSIVE.**
- D. The bidder may be considered non-responsive if bids are conditioned to modifications, changes, or revisions to the terms and conditions of this solicitation.
- E. The bidder may submit alternate bid(s) for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate bid must meet or exceed the minimum requirements and be submitted as a separate bid marked "Alternate Bid".
- F. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.
- H. Any bid received after the stipulated bid due date and time through no fault of the County will be considered late, and except under the most exceptional circumstances, not be considered for award.

#### **4.4 CANCELLATION OF SOLICITATION**

The County reserves the right to cancel, in whole or in part, any Invitation to Bid when it is in the best interest of the County.

#### **4.5 AWARD**

- A. Award may be made to the lowest priced responsive and responsible bidder. The County reserves the right to reject any and all bids, to waive non-material irregularities or technicalities and to re-advertise for all or any part of this solicitation as deemed in its best interest. The County shall be the sole judge of its best interest.
- B. When there are multiple line items in a solicitation, the County reserves the right to award on an individual item basis, any combination of items, total low bid or in whichever manner deemed in the best interest of the County. This provision specifically supersedes any method of award criteria stated in the solicitation when such action is clearly necessary to protect the best interests of the County.
- C. The County reserves the right to reject any and all bids if it is determined that prices are excessive or determined to be unreasonable, or it is otherwise determined to be in the County's best interest to do so.
- D. The County reserves the right to negotiate prices with the low bidder, provided that the scope of work is not amended.
- E. Award of this solicitation will only be made to firms that satisfy all necessary legal requirements to do business with the County. The County may conduct a pre-award inspection of the bidder's site or hold a pre-award qualification hearing

to determine the responsibility and capacity of the bidder to perform the requirements of this solicitation. Award of the contract resulting from this solicitation may be predicated on compliance with and submittal of all required documents as stipulated in the solicitation.

- F. The bidder's performance as a prime contractor or subcontractor on previous County contracts shall be taken into account in evaluating the responsibility of a bidder that submitted a bid under this solicitation.
- G. The Director of Procurement Services will decide all tie bids with initial preference being given to the entity employing the most personnel residing within the County.

#### **4.6 PROTEST OF AWARD**

A vendor wishing to protest any award decision resulting from this solicitation shall do as set forth in the County's Purchasing Procedure Manual. It is incumbent upon the vendor to be aware of the posting of any associated award recommendation. Any protest received after the actual contract award date may be rejected.

#### **4.7 RULES, REGULATIONS AND LICENSES**

The vendor shall comply with all federal, state, and local laws and regulations applicable to provision of the goods and/or services specified in this solicitation.

#### **4.8 SUBCONTRACTING**

Unless otherwise specified in this solicitation, the vendor shall not subcontract any portion of the work without the prior written consent of the County. The ability to subcontract may be further limited by the Special Conditions. Subcontracting without the prior consent of the County may result in termination of the contract for default.

#### **4.9 ASSIGNMENT**

The vendor shall not assign or transfer any contract resulting from this solicitation, including any rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the County.

#### **4.10 DELIVERY FOB DESTINATION**

Unless otherwise specified in the solicitation, prices quoted shall be F.O.B. Destination. Freight shall be included in the bid price.

#### **4.11 RESPONSIBILITIES AS EMPLOYER**

The employee(s) of the vendor shall be considered to be at all times its employee(s), and not an employee(s) or agent(s) of the County or any of its departments. The contractor shall provide employee(s) capable of performing the work as required. The County may require the contractor to remove any employee it deems unacceptable. All employees of the contractor may be required to wear appropriate identification.

#### **4.12 COLLUSION**

Where two (2) or more related parties, as defined herein, each submit a bid for the same contract, such bids shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation and submittal of such bids. Related parties shall mean bidder or the principals thereof which have a direct or indirect ownership interest in another bidder for the same contract or in which a parent company or the principals thereof of one bidder have a direct or indirect ownership interest in another bidder for the same contract. Furthermore, any prior understanding, agreement, or connection between two (2) or more corporations, firms, or persons submitting a bid for the same materials, supplies, services, or equipment shall also be presumed to be collusive. Bids found to be collusive shall be rejected. Bidders which have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred, and any contract resulting from collusive bidding may be terminated for default.

**4.13 FRAUD AND MISREPRESENTATION**

Any individual, corporation or other entity that attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement, may be debarred for up to five (5) years. The County as a further sanction may terminate or cancel any other contracts with such individual, corporation or entity with such vendor held responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

**4.14 PROPRIETARY/CONFIDENTIAL INFORMATION**

Bidders are hereby notified that all information submitted as part of, or in support of bid submittals will be available for public inspection after opening of bids in compliance with Chapter 119 of the Florida Statutes; the "Public Record Law." The bidder should not submit any information in response to this solicitation which the bidder considers proprietary or confidential. The submission of any information to the County in connection with this solicitation shall be deemed conclusively to be a waiver of any protection from release of the submitted information unless such information is exempt or confidential under the Public Records Act.

**4.15 CONTRACTING WITH COUNTY EMPLOYEES**

Any County employee or member of his or her immediate family seeking to contract with the County shall seek a conflict of interest opinion from the procurement representative designated herein prior to submittal of a response or application of any type to contract with the County. The affected employee shall disclose the employee's assigned function within the County and interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract.

**4.17 INCURRED EXPENSES**

This ITB does not commit the County to make an award nor shall the County be responsible for any cost or expense which may be incurred by any bidder in preparing and submitting a bid, or any cost or expense incurred by any bidder prior to the execution of a purchase order or contract agreement. By submitting a bid, the bidder also agrees that the County bears no responsibility for any costs of the bidder associated with any administrative or judicial proceedings resulting from this solicitation process.

**4.18 COUNTY IS TAX-EXEMPT**

The County is generally exempt from Federal Excise Taxes and all State of Florida sales and use taxes. Do not include any tax on any item or service. The County will sign an exemption certificate if submitted by the contractor. Except for item(s) specifically identified by the vendor and accepted by the County for direct County purchase under the Sales Tax Recovery Program, Contractors doing business with the County are not exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County, nor shall any contractor be authorized to use any of the County's Tax Exemptions in securing such materials.

**4.19 STATE REGISTRATION REQUIREMENTS**

Any corporation submitting a bid in response to this ITB shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes. A copy of the registration/ application may be required prior to award of a contract. Any partnership submitting a bid in response to this ITB shall have complied with the applicable provisions of Chapter 620, Florida Statutes. For additional information on these requirements, please contact the Florida Secretary of State's Office, Division of Corporations, 800.755.5111 (<http://www.dos.state.fl.us>).

**4.20 TRUTH IN NEGOTIATION CERTIFICATE**

For all lump-sum or cost-plus fixed fee agreements exceeding \$150,000, the firm awarded the agreement must execute a truth in

negotiation certificate stating that the wage rates and other factual unit costs are accurate, complete and current, at the time of contracting. Any agreement requiring this certificate shall contain a provision that the original agreement price and any additions shall be adjusted to exclude any significant sums by which he owner determines the agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year following the end of the contract. Execution of this Agreement constitutes execution of the Truth in Negotiation Certificate.

**4.22 GRANT FUNDING**

In the event any part of the contract is to be funded by federal, state, or other local agency monies, the vendor hereby agrees to comply with all requirements of the funding entity applicable to the use of the monies, including full application of requirements involving the use of minority firms, women's business enterprises, and labor surplus area firms. Vendors are advised that payments under the contract may be withheld pending completion and submission of all required forms and documents required of the vendor pursuant to the grant funding requirements. A copy of the requirements shall be supplied to the vendor by the County upon request.

## PRICING SECTION

### ITB TITLE: Construction of a Groundwater Remedial System

#### NOTES:

- Lake County is exempt from all taxes (Federal, State, Local). Pricing should be less all taxes. A Tax Exemption Certificate will be furnished upon request.
- Each price offered in your bid shall be a firm-fixed price, exclusive of any tax. Any bid containing a modifying or “escalator” clause not specifically allowed for under the solicitation will not be considered.
- All pricing submitted shall remain valid for a ninety (90) calendar day period. By signing and submitting a response to this solicitation, the vendor has specifically agreed to this condition.
- Bidders may insert any prompt payment discount in the space provided in the signature section. If no entry is made, it will be assumed that the payment terms are to be considered as “net 30”

#### By Signing This Bid the Bidder Attests and Certifies That:

1. The undersigned bidder acknowledges that award of a contract may be contingent upon a determination by the County that the Bidder has the capacity and capability to successfully perform the contract.
2. The Bidder hereby certifies that it understands all requirements of this solicitation, and that the undersigned individual is duly authorized to execute this Bid document and any contract(s) and/or other transactions required by award of this solicitation.
3. The undersigned, having carefully examined the bidding requirements, Agreements, Conditions of the Agreement, Drawings and all subsequent Addenda, visited the site and being familiar with all conditions and requirements of the work, hereby agrees to furnish all necessary materials, equipment, machinery, tools apparatus, means of transportation, labor and service to complete the work specified within this Invitation to Bid.

**LUMP SUM BASE BID:**

The undersigned, having examined the site where the work is to be executed and having become familiar with local conditions affecting the cost of the work and having carefully examined all other bidding documents and addenda hereby agrees to provide all labor, materials, equipment and services necessary for the complete and satisfactory execution of the entire work, as specified and as per the attached solicitation, for the Base Bid stipulated sum of:

(Words) \_\_\_\_\_

(Figures) \$ \_\_\_\_\_

Elements of Lump Sum Bid

Item No.	Item Description	Price
1.	Mobilization/Demobilization	\$
2.	Electrical Installation	\$
3.	Recovery Well Drilling	\$
4.	Vault Construction	\$
5.	Infiltration Gallery	\$
6.	Equipment Compound Construction	\$
7.	Capital Equipment	\$
8.	Trenching and Piping Installation	\$
9.	Start-up and Adjustment	\$
	<b>* Lump Sum Total</b>	<b>\$</b>

\*This total must match the Lump Sum Base Bid noted above.

**Completion date shall not exceed December 31, 2010.**

Completion of work by \_\_\_\_\_.  
(Date)

Florida State License Information:

_____ License Name	_____ License Number
_____ License Name	_____ License Number

General Bidder Information and Proposal Signature:		
Firm Name: _____		
Street Address: _____		
Mailing Address (if different): _____		
Telephone No.: _____	Fax No.: _____	E-mail: _____
FEIN No. _____ - _____ Prompt Payment Terms: _____ % _____ days, net _____		
Signature: _____		Date: _____
Print Name: _____		Title: _____

CONTRACTORS SHOULD GO TO LAKE COUNTY'S WEBSITE at [www.lakecountyfl.gov](http://www.lakecountyfl.gov) and complete a Vendor Application to receive future bids for Construction.

**DUNS Number** (Insert if this action involves a federal funded project): \_\_\_\_\_



List name and home office of the surety proposed, who must be licensed in Florida, and the name and address of the responsible claim agent.

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**Certification Regarding Felony Conviction**

Has any officer, director, or an executive performing equivalent duties, of the bidding entity been convicted of a felony during the past ten (10) years? ☐ Yes ☐ No (Check one)

**Certification Regarding Acceptance of County Electronic Payable Process**

Please certify whether the bidder will accept payment processed through the County's VISA-based electronic payment system: ☐ Yes ☐ No (Check one)

**Conflict of Interest Disclosure Certification**

Except as listed below, no employee, officer, or agent of the firm has any conflicts of interest, real or apparent, due to Ownership, other clients, contracts, or interests associated with this project; and, this Bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid for the same services, and is in all respects fair and without collusion or fraud.

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**BIDDER'S PERSONNEL FORM**  
**(To be Completed Ten (10) days After Bid Date)**

1. Number of Employees on the regular payroll of Bidder's organization: \_\_\_\_\_
2. Name of proposed Project Superintendent:  
\_\_\_\_\_  
(Attach an outline of qualifications.)
3. List each member of the organization who is proposed to supervise various parts of the work:

NAME	WORK TO BE SUPERVISED

*(Attach an additional sheet if necessary)*

5. List each member of the organization who holds appropriate trade licenses and is proposed to be responsible for installation and number of licenses. (Attach an additional sheet of necessary.)

NAME	TYPE OF TRADE LICENSE

*(Attach an additional sheet if necessary)*

## PROJECT REFERENCE FORM

#1 Project Name:	Owner Name:
Entity Contact:	Contact Telephone:
Engineer/Architect of Record	Engineer/Architect Telephone:
Date of Contract:	Contract Completion Date:
Comments:	Actual Completion Date:

#2 Project Name:	Owner Name:
Entity Contact:	Contact Telephone:
Engineer/Architect of Record	Engineer/Architect Telephone:
Date of Contract:	Contract Completion Date:
Comments:	Actual Completion Date:

#3 Project Name:	Owner Name:
Entity Contact:	Contact Telephone:
Engineer/Architect of Record	Engineer/Architect Telephone:
Date of Contract:	Contract Completion Date:
Comments:	Actual Completion Date:

#4 Project Name:	Owner Name:
Entity Contact:	Contact Telephone:
Engineer/Architect of Record	Engineer/Architect Telephone:
Date of Contract:	Contract Completion Date:
Comments:	Actual Completion Date:

## BID BOND FORM

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, \_\_\_\_\_  
\_\_\_\_\_, as Principal, and \_\_\_\_\_  
as Surety, are hereby held and firmly bound unto Lake County, a political subdivision of the State of Florida, and the Board of County Commissioners, as County in the penal sum of, five (5) percent of the Contract Bid) \_\_\_\_\_ for payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

The condition of the above obligation is such that whereas the Principal has submitted to Lake County Board of County Commissioners, a certain Bid attached hereto and hereby made a part hereof to enter a contract in writing, for the \_\_\_\_\_

NOW THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate,
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a contract (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said Contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid, then this obligation shall be void; otherwise the same shall remain in force and effect, it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by an extension of the time within which the County may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as the corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Principal (Print Full Name):

Surety (Print Full Name):

By: \_\_\_\_\_ (L.S.)

By: \_\_\_\_\_ (L.S.)

Title: \_\_\_\_\_

Title: \_\_\_\_\_

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida and have a Florida Licensed Resident Agent.

## PERFORMANCE BOND

**KNOW ALL MEN BY THESE PRESENTS:** that We,

Contractor\_\_\_\_\_

Contractor Address\_\_\_\_\_

Contractor Address 2\_\_\_\_\_

Contractor Telephone\_\_\_\_\_

(hereinafter called the "Principal"), whose principal business address and telephone number is as stated above; and

(Surety)\_\_\_\_\_

Surety Address\_\_\_\_\_

Surety Address 2 \_\_\_\_\_

Surety Phone \_\_\_\_\_

(hereinafter called the "Surety"), whose principal address and telephone number is as stated above, a surety insurer chartered and existing under the laws of the State of \_\_\_\_\_ and authorized to do business in the State of Florida;

are held and firmly bound unto Lake County Board of County Commissioners, Lake County, Florida (hereinafter called the "Obligee"), whose principal address is P.O. Box 7800, Tavares, Florida 32778, and whose principal telephone number is (352) 343-9850, in the sum of

\_\_\_\_\_ (\$\_\_\_\_\_)

for payment of which we bond ourselves, our heirs, our personal representatives, our successors and our assignees, jointly and severally.

**WHEREAS**, Principal has entered into a contract with Obligee for Construction of a Ground Water Remedial System, ITB 10-0031 in accordance with drawings and specifications, which contract is incorporated herein by reference and made a part hereof, and is referred to as the Contract.

**THE CONDITION OF THIS BOND is that if Principal:**

1. Performs the Contract at the times and in the manner prescribed in the Contract; and
2. Pays Obligee any and all losses, damages, costs and attorneys' fees, including appellate proceedings, that Obligee sustains because of any default by Principal under the Contract, including, but not limited to, all delay damages, whether liquidated or actual, incurred by Obligee; and
3. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract;

BOND NO. \_\_\_\_\_

then this bond is void; otherwise it remains in full force.

Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the Contract or the changes do not affect Surety's obligation under this bond.

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other work to be performed hereunder, or the specifications referred to therein shall in anyway affect its obligation under this bond, and it does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to work or to the specifications.

This instrument shall be construed in all respects as a statutory bond. It is expressly understood the time provisions and statute of limitation under Section 255.05, Florida Statutes, shall apply to this bond.

By execution of this bond, the Surety acknowledges that it has read the Surety qualifications and obligations imposed by the construction contract and hereby satisfies those conditions.

**IN WITNESS WHEREOF**, the above bounded parties have executed this instrument this \_\_\_\_\_ day \_\_\_\_\_, 20\_\_\_\_, the name of each party being affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Signed, sealed and delivered  
in the presence of:

PRINCIPAL:

«Contractor»

\_\_\_\_\_  
Witness as to Principal

By: \_\_\_\_\_  
«ContractorPrincipal»

\_\_\_\_\_  
Witness as to Principal

\_\_\_\_\_  
(Printed Name)  
«PrincipalTitle»  
(Title)

«ContractorAddress\_», «ContractorAddress2»  
(Business Address)

BOND NO. \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_  
by \_\_\_\_\_  
of \_\_\_\_\_, a \_\_\_\_\_  
Corporation, on behalf of the Corporation. He/She is personally known to me or has produced  
Florida Driver's License as identification and who did (did not) take an oath.

NOTARY: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
COMMISSION NUMBER: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Witness as to Surety

By: \_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
Witness as to Surety

\_\_\_\_\_  
(Printed Name)  
\_\_\_\_\_  
(Title)  
\_\_\_\_\_  
\_\_\_\_\_  
(Business Address)

**OR**

\_\_\_\_\_  
Witness as Attorney In Fact

\_\_\_\_\_  
As Attorney In Fact (Attach Power of Attorney)

\_\_\_\_\_  
Witness as Attorney In Fact

\_\_\_\_\_  
(Printed Name)  
\_\_\_\_\_  
\_\_\_\_\_  
(Business Address)  
\_\_\_\_\_  
(Telephone Number)

BOND NO. \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The forgoing instrument was acknowledged before me this \_\_\_\_\_  
by \_\_\_\_\_  
of \_\_\_\_\_, a \_\_\_\_\_  
Corporation, on behalf of the Corporation. He/She is personally known to me or has produced  
Florida Driver's License as identification and who did (did not) take an oath.

NOTARY: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
COMMISSION NUMBER: \_\_\_\_\_  
My commission expires: \_\_\_\_\_



BOND NO. \_\_\_\_\_

**PAYMENT BOND**

**KNOW ALL MEN BY THESE PRESENTS:** that We,

Contractor \_\_\_\_\_

Contractor Address \_\_\_\_\_

Contractor Address 2 \_\_\_\_\_

Contractor Telephone \_\_\_\_\_

(hereinafter called the "Principal"), whose principal business address and telephone number is as stated above; and

(Surety) \_\_\_\_\_

Surety Address \_\_\_\_\_

Surety Address 2 \_\_\_\_\_

Surety Phone \_\_\_\_\_

(hereinafter called the "Surety"), whose principal address and telephone number is as stated above, a surety insurer chartered and existing under the laws of the State of \_\_\_\_\_ and authorized to do business in the State of Florida;

are held and firmly bound unto Lake County Board of County Commissioners, Lake County, Florida (hereinafter called the "Obligee"), whose principal address is P.O. Box 7800, Tavares, Florida 32778, and whose principal telephone number is (352) 343-9850, in the sum of

\_\_\_\_\_ (\$ \_\_\_\_\_)

for payment of which we bond ourselves, our heirs, our personal representatives, our successors and our assignees, jointly and severally.

**WHEREAS**, Principal and Obligee have reached a mutual agreement (hereinafter referred to as the "Contract") for Construction of a Ground Water Remedial System, ITB 10-0031 said Contract being made a part of this Bond by this reference.

**THE CONDITION OF THIS BOND** is that if Principal:

1. Shall promptly make payments to all claimants as defined in section 255.05(1), Florida Statutes, supplying the Principal with labor, materials or supplies, as used directly or indirectly by the Principal in the prosecution of the work provided for in the Contract; and
2. Shall pay the Obligee for all losses, damages, expenses, costs and attorneys' fees, including those resulting from appellate proceedings, that the Obligee sustains because of

BOND NO. \_\_\_\_\_

a default by the Principal in contravention to the Contract in regard to payment for such labor, materials, or supplies furnished to the Principal;

then this bond is void; otherwise this Bond remains in full force and effect.

**BE IT FURTHER KNOWN:**

1. Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the said Contract or alterations which may be made in the terms of the said Contract, or in the work to be done under it, or the giving by the Obligee of any extension of time for the performance of the said Contract, or any other forbearance on the part of the Obligee or Principal to the other, shall not in any way release the Principal and the Surety, or either of them, their heirs, personal representatives, successors or assigns from liability hereunder, notice to the Surety of any such changes, alterations, extensions or forbearance being hereby waived.
2. Certain claimants seeking the protection of this Bond must timely comply with the strict requirements set forth in Section 255.05, Florida Statutes, and as otherwise provided by law.
3. The Provisions of this bond are subject to the limitations of Section 255.05(2), Florida Statutes.

By execution of this bond, the Surety acknowledges that it has read the Surety qualifications and obligations imposed by the construction contract and hereby satisfies those conditions.

THIS BOND DATED THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_ (the date of issue by the Surety or by the Surety's agent and the date of such agent's power-of-attorney).

Signed, sealed and delivered in the presence of:

\_\_\_\_\_  
Witness as to Principal

\_\_\_\_\_  
Witness as to Principal

PRINCIPAL:

\_\_\_\_\_  
By: \_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
\_\_\_\_\_  
(Business Address)

BOND NO. \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The forgoing instrument was acknowledged before me this \_\_\_\_\_  
by \_\_\_\_\_  
of \_\_\_\_\_, a \_\_\_\_\_  
Corporation, on behalf of the Corporation. He/She is personally known to me or has produced  
Florida Driver's License as identification and who did (did not) take an oath.

NOTARY: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
COMMISSION NUMBER: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Witness as to Surety

\_\_\_\_\_  
Witness as to Surety

By: \_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Business Address)

**OR**

\_\_\_\_\_  
Witness as Attorney In Fact

\_\_\_\_\_  
Witness as Attorney In Fact

\_\_\_\_\_  
As Attorney In Fact (Attach Power of Attorney)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(Telephone Number)